

**COOPERATIVE AGREEMENT BETWEEN
THE DEPARTMENT OF SOCIAL SERVICES, Division of Medical Services
and
THE SPECIAL SCHOOL DISTRICT OF ST. LOUIS COUNTY**

**EPSDT ADMINISTRATIVE CASE MANAGEMENT through the
HEALTHY CHILDREN AND YOUTH PROGRAM (EPSDT)**

STATEMENT OF PURPOSE

The Missouri Department of Social Services (DSS) through its Division of Medical Services (DMS) and the Special School District of St. Louis County, in order to provide the most efficient, effective administration of Title XIX, Early Periodic Screening, Diagnosis and Treatment (EPSDT) aka in the state as Healthy Children and Youth, hereby agree to the conditions included in the Cooperative Agreement. The provision of EPSDT/HCY Administrative Case Management by the Special School District of St. Louis County has been determined to be an effective method of assuring the availability, accessibility and coordination of required health care resources to Medicaid eligible children residing within the boundaries of the Special School District of St. Louis County.

The Department of Social Services, Division of Medical Services recognizes the unique relationship that the Special School District of St. Louis County has with EPSDT/HCY eligible clients and their families. It further recognizes the expertise of the Special School District of St. Louis County in identifying and assessing the health care needs of EPSDT eligible clients and in planning, coordinating and monitoring the delivery of preventative and treatment services to meet their needs. DSS, in order to take advantage of this expertise and relationship, enters into this cooperative agreement with the Special School District of St. Louis County for EPSDT Administrative Case Management.

The Department of Social Services, Division of Medical Services recognizes the Special School District of St. Louis County as the most suitable agent to administer case planning and coordination through EPSDT Administrative Case Management for its EPSDT eligible clients and their families.

The Department of Social Services and the Special School District of St. Louis County enter into this Cooperative Agreement with full recognition of all other existing agreements which the Department may have developed for services to Title XIX eligible clients living within the Special School District of St. Louis County's boundaries and which are currently included in the Title XIX State Plan.

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**I
MUTUAL OBJECTIVES**

1. Assure that all Title XIX eligible clients under the age of 21 and their families are informed of the EPSDT/HCY benefit and how to access it.
2. Assure that assistance is provided to children and their families in determining their eligibility for participation in Missouri's Medicaid plan.
3. Assure early and appropriate intervention and screening so that diagnosis and treatment occur in a timely manner.
4. Establish a health care home as defined in Section 9 of the General Chapters of the Medicaid Provider Manual, for those Medicaid eligible children receiving EPSDT/HCY service coordination activities.
5. Assure that services are of sufficient amount, duration and scope to correct or ameliorate the condition for which they were determined to be medically necessary.
6. Assure that services are provided by appropriate Medicaid enrolled providers for the correction or amelioration of conditions identified through a full, partial, or inter-periodic EPSDT/HCY screen.
7. All terms of this Agreement and procedures are to adhere to OMB Circular A87.

**II
RESPECTIVE RESPONSIBILITIES**

DSS agrees to:

1. Reimburse the Special School District of St. Louis County the Title XIX federal share of actual and reasonable costs for EPSDT administration provided by staff based upon a time-accounting system which is in accordance with the provisions of OMB Circular A87 and 45 CFR parts 74 and 95; expense and equipment costs necessary to collect data, disseminate information and carry out the staff functions outlined in this agreement. The rate of reimbursement for eligible administrative costs will be 50%. The rate of reimbursement for eligible costs qualifying under regulations application to Skilled Professional Medical Personnel and their supporting staff (compensation, travel and training), will be reimbursed at 75% when the criteria of 42 CFR 432.50 are met. Changes in

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federal regulations affecting the matching percentage and/or costs eligible for enhanced or administrative match, which become effective subsequent to the execution of this agreement will be applied as provided in the regulations.

2. Provide the access to the information necessary to properly provide the EPSDT Administrative Case Management.
3. Develop and conduct periodic quality assurance and utilization reviews in cooperation with the Special School District of St. Louis County.
4. Provide initial training and technical assistance to staff of the Special School District of St. Louis County regarding the responsibilities assumed within the terms of this agreement.
5. Conduct in service training sessions for participating school districts on an annual basis.
6. Provide necessary consultation to the Special School District of St. Louis County on issues related to this agreement as needed by the school district.
7. Accept federally approved cost allocation on file at DESE as official cost allocation plan to be used in calculating amount of payment due.

The Special School District of St. Louis County agrees to:

1. Provide EPSDT Administrative Case Management as an instrument for the Department of Social Services, Division of Medical Services, to aid in assuring the availability, accessibility and coordination of required health care resources to Medicaid eligible children and their families residing within the district's boundaries. The Special School District of St. Louis County shall develop and submit within 90 days of the signing of this agreement, for approval by DMS, an internal process for measuring the progress of the district toward attainment of the ACM Program goals. The following list of activities have been identified as appropriate for providing the Administrative Case Management function.
 - a. Assisting children and families to establish Medicaid eligibility, by making referrals to the Division of Family Services for eligibility determination, assisting the applicant in the completion of the Medicaid application forms, collecting information, and assisting in reporting any required changes affecting eligibility.

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- (2) identifying and providing assistance for medically necessary and educationally relevant services required as the result of any regular, interperiodic, or partial EPSDT/HCY screen;
 - (3) developing and coordinating the meetings of any interdisciplinary teams that may be able to assist in the development and periodic review of the of the IEP or ISFP;
 - (4) coordinating the closure of the case, referral to any services, and realignment of the case plan (IEP or ISFP);
 - (5) assisting children and families in accessing immunization services and scheduling appointments;
 - (6) arranging and coordinating prenatal, post-partum, and newborn medical services, making referrals to providers of targeted prenatal case management;
 - (7) arranging and coordinating dietary counseling or medical services for children with medical needs including, but not limited to, gross obesity, diabetes, anorexia, or bulimia; and
 - (8) arranging for and coordinating transportation for children and families to obtain medical screenings and services.
- e. Anticipatory guidance to caretakers relating to specific medical needs of a child.
2. Account for the activities of staff providing EPSDT Administrative Case Management in accordance with the provisions of OMB Circular A 87 and 45 CFR parts 74 and 95. Follow predetermined methodology for evaluating the appropriate percentage of staff time, costs, etc. Develop and submit time study methodology with initial invoice.
 3. Provide as requested by the Division of Medical Services, the information necessary to request federal funds available under the state Medicaid match rates.
 4. Maintain the confidentiality of client records and eligibility information received from DSS and use that information only in the administrative, technical assistance and coordination.
 5. Certify to DSS the provisions of the non-federal share for HCY Administrative Case Management via completion of DMS "Certification of General Revenue" form.
 6. Accept responsibility for disallowances and incur the penal-

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ties of same resulting from the activities associated with this agreement. Return to DSS any federal funds which are deferred and/or ultimately disallowed arising from the administrative claims submitted by DSS on behalf of the Dunklin County R-5 School District.

7. Consult with the Division of Medical Services on issues arising out of this agreement.
8. Conduct all activities recognizing the authority of the state Medicaid agency in the administration of state Medicaid Plan on issues, policies, rules and regulations on program matters.
9. Maintain all necessary information for a minimum of five (5) years to support the claims and provide HCFA any necessary data for auditing purposes.
10. Submit claims on a quarterly basis.

III PROGRAM DESCRIPTION

EPSDT Administrative Case Management activities provide for the efficient operation of the state Medicaid plan. These activities aid the potential EPSDT eligible recipient to gain eligibility, access screening services, follow-up on referrals to additional medical providers, establish a health care home for the child, develop and coordinate a service plan, follow through on the case plan and assist the family in becoming able to meet its child's needs in such a way that they are able to function at an optimal level with minimal intervention.

EPSDT Administrative Case Management is committed to the least restrictive method of treatment for children and will maintain this as a priority.

IV PROGRAM EVALUATION PLAN

A designated representative from the Dunklin County R-5 School District and the Medicaid agency shall meet annually for the purpose of program review and evaluation of policies for implementing the provisions of the interagency agreement.

V TERMS OF THIS AGREEMENT

The period of this Cooperative Agreement shall be from January 1, 1999, through September 30, 2000. This agreement shall be reviewed


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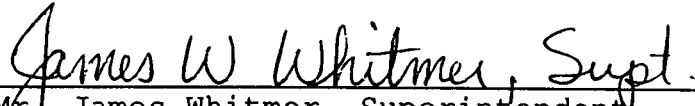
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annually by a representative of both parties with recognition of that review being indicated by attached addendum. This agreement may be canceled at any time upon agreement by both parties or by either party after giving thirty (30) days prior notice in writing to the other party provided, however, that reimbursement shall be made for the period when the contract is in full force and effect.



Gary J. Stangler, Director
Department of Social Services

9-21-98
Date



Mr. James Whitmer, Superintendent
Dunklin County R-5 School District

7-9-98
Date

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COOPERATIVE AGREEMENT
between the
MISSOURI DEPARTMENT OF SOCIAL SERVICES
and the
MISSOURI DEPARTMENT OF MENTAL HEALTH
relating to
MENTAL HEALTH RESIDENTIAL PERSONAL CARE SERVICES

I. STATEMENT OF PURPOSE

This Agreement is a cooperative and mutual understanding between the Missouri Department of Social Services, Division of Medical Services (DSS/DMS) and the Missouri Department of Mental Health (DMH). DSS is the designated single state agency for administration of the Title XIX Medicaid program in Missouri and DMS is the Division within DSS which directly manages Medicaid program operations. DMH is the statutorily authorized agency with responsibility for the provision of services to persons with mental illness or with mental retardation and other developmental disabilities.

This Agreement is entered into for the purpose of efficiently and effectively carrying out the implementation and administration of Medicaid Mental Health Residential Personal Care Services. DSS/DMS enters into this cooperative agreement with DMH in order to take advantage of the unique expertise of DMH related to the administration of services for persons with mental illness or with mental retardation and other developmental disabilities.

II. MUTUAL OBJECTIVES

To assure that the recipients of service under the Mental Health Residential Personal Care Services program are afforded services of maximum quality and of appropriate quantity to meet their needs and support them in their communities.

Further, to assure that the services are provided in an efficient and cost effective manner, and in accordance with the standards, policies and procedures of the program.

III. RESPECTIVE DUTIES

A. Department of Social Services

The Department of Social Services (DSS) shall:

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Supercedes TN# 93-11

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1. Reimburse DMH the Title XIX federal share of actual and reasonable costs for administration provided by DMH staff based on a time-accounting system which is in accordance with the provisions of OMB circular A87 and 45 CFR parts 74 and 95. Administrative costs include expense and equipment costs necessary to collect data, disseminate information, and carry out all DMH staff functions outlined in this agreement.

The rate of reimbursement for eligible administrative costs will be 50%, if claimed in accordance with the provisions of 42 CFR 432. The rate of reimbursement for eligible costs qualifying under regulations applicable to Skilled Professional Medical Personnel and their supporting staff (compensation, travel and training), will be reimbursed at 75% when qualified under 42 CFR 432. Changes in federal regulations affecting the matching percentage, or costs eligible for enhanced or administrative match or both, which become effective subsequent to the execution of this agreement will be applied as provided in the regulations.

Reimbursement of the federal share shall be provided upon receipt of quarterly financial statements certified by the Department of Mental Health for eligible claims prepared in accordance with applicable federal regulations.

2. Reimburse DMH, as payee for enrolled providers who have reassigned to DMH their rights to benefits, the federal portion of the cost, as certified by DMH, for Mental Health Residential Personal Care services provided to eligible clients.
3. Participate in Medicaid related training that may be deemed necessary by the Director(s) of DSS and DMH for the execution of the provisions of this agreement.
4. Determine recipients' income eligibility for Medicaid.
5. Review reports of provider non-compliance from DMH and jointly pursue any sanction or other action necessary and appropriate to remedy the non-compliance.
6. Assist DMH in preparing and reviewing material to be published regarding the Mental Health Residential Personal Care program, including manuals, bulletins, reports and recipient notices.

B. Department of Mental Health

The Department of Mental Health (DMH), recognizing the authority of the Department of Social Services (DSS), Division of Medical Services (DMS), to determine, and to approve or disapprove the

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issuance of, policies and regulations regarding the Medicaid program, shall:

1. Maintain appropriate professional, technical and clerical staff to provide necessary administrative activities as described in this document.
2. Develop standards and procedures for provider enrollment, service delivery, documentation and monitoring.
3. Analyze and plan for the impact of proposed or enacted federal or state regulatory or statutory changes on the Mental Health Residential Personal Care program.
4. Conduct provider relations activities necessary for the efficient administration of the Mental Health Residential Personal Care program.
5. Prepare, print, and mail material regarding the Mental Health Residential Personal Care Program, including manuals, bulletins, reports. All such material shall be subject to DSS/DMS review and approval prior to distribution.
6. Require providers earning \$100,000 or more per year from DMH (excluding room and board fees) to submit to DMH audited annual financial reports performed by an individual or firm licensed by the Missouri State Board of accountancy. Such audited reports shall be examined by DMH in accordance with generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants. DMH shall provide DSS a copy of its reported findings.
7. Report instances of provider non-compliance to DSS and jointly pursue and action necessary and appropriate to remedy the non-compliance.
8. Participate in Medicaid related training that may be deemed necessary by the Director(s) of DSS or DMH or both.
9. Prepare annual budget requests for appropriations.
10. Annually assess each potentially eligible individual to determine if the individual qualifies for an institutional level of care and identify the personal care services the individual needs. Develop a plan of care for each individual and ensure that each plan is approved by a physician.

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11. Ensure that reimbursement is made only for services that are medically necessary and appropriate.
12. Authorize a daily payment specific to each client, based on the services he or she is assessed to need. The sum of such daily payments per month will exceed neither the provider's usual and customary charge nor 100 percent of the average statewide monthly cost for care in a nursing institution as determined by the Division of Medical Services.
13. Participate in hearings requested by persons who have been denied Mental Health Residential Personal Care services.
14. Account for the activities of staff for which reimbursement is requested under this agreement in accordance with approved cost allocation plans (DMH Central Office) and the provisions of OMB circular A87 and 45 CFR parts 74 and 95.
15. Provide as requested by DSS the information necessary to request FFP. Requests for FFP will be submitted on the standard form 269 together with a detailed billing for administrative funds requested. These documents will be certified by the Executive Officer of the Department of Mental Health.
16. Be responsible for any federal funds which are deferred and/or ultimately disallowed arising from a failure to comply with a federal requirement unless the deferral or disallowance is the result of DMS failing to submit, in a proper format or a timely manner or both, amendments to the Medicaid State Plan proposed by DMH required for the administration of the Mental Health Residential Personal Care program. Timeliness will be measured based on the complexity of the issue(s) involved and whether the proposed state plan amendment can be processed without obtaining additional information from DMH. DMH will provide DMS all information required to submit a state plan amendment at least 15 working days before the amendment must be submitted to HCFA.
17. Maintain the confidentiality of client records and eligibility information received from DSS and use that information only in the activities authorized under this agreement.

IV. TERMS OF THIS AGREEMENT

The effective date of this agreement is April 1, 1995. This Agreement may be modified at any time by the written agreement of all

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